

Document Page 1 of 20
**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA**

IN RE:

**Vincent and Alma Orr,
DEBTOR(S)**

)

) **EX PARTE Case No. 06-80540**

)

(Chapter 13)

**MOTION FOR ORDER DIRECTING PAYMENT
OF FUNDS TO CREDITOR/CLAIMANT PURSUANT TO
11 U.S.C. SECTION 347 AND 28 U.S.C. SECTIONS 2041 ET. SEQ.**

Denovus Corporation, LTD, as assignee of Mile Rock Holdings, LLC/MBNA/TrueLogic Financial (the "Claimant") a claimant in the captioned case respectfully requests as follows:

1. Claimant was a creditor of the Debtor and was due to receive and the trustee did, in fact, make a distribution from the estate to the Claimant in the amount of approximately \$10,775.88. The Claimant was not located and the funds of the Claimant were paid into the Court pursuant to 11 U.S.C. § 347.

2. As reflected in the attached Affidavit of Ownership, the claim of Mile Rock Holdings LLC (TrueLogic Financial was a collection agency authorized to sign the Proof of Claim) was assigned to Pallino Receivables III, LLC in July, 2006. The claim was subsequently assigned to Valorem LLC on April 18, 2008, and then subsequently assigned to Denovus Corporation, LTD in December, 2009. A copy of the assignments is attached.

3. Pursuant to 11 U.S.C. § 347 and chapter 129 of title 28, United States Code, the Claimant requests that the Court issue an order directing payment to the Claimant and that payment be made in care of the party set forth below.

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WHEREFORE, Claimant requests that the Court issue an order directing payment

of all funds held by the Court for the Claimant in this case and for such further and other relief as is just and appropriate.

Denovus Corporation, LTD, as assignee of Mile Rock
Holdings, LLC/MBNA/TrueLogic Financial
(Fed. I. D. #xx-xxx4822)

By: Nancy C. McMillan

Nancy C. McMillan
American Property Locators, Inc.
3855 South Boulevard, Suite 200
Edmond, OK 73013
(405) 340-4900

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LIMITED POWER OF ATTORNEY

Denovus Corporation, LTD, as assignee of Mile Rock Holdings, LLC/MBNA/TrueLogic Financial, ("Principal") executes this Limited Power of Attorney with the intention that the attorney-in-fact named below shall be able to act in its place for the purposes and duration set forth below.

Principal appoints Nancy C. McMillan of American Property Locators, Inc., 3855 South Boulevard, Suite 200, Edmond, OK 73013 to be its attorney-in-fact to act for it in its name and place, and in any capacity that Principal might act,

Only to recover cash or cash equivalents specifically arising from the Vincent and Alma Orr bankruptcy matter that belong to the Principal

and may be paid to the Principal after compliance with procedures of applicable laws (the "Unclaimed Funds").

This Limited Power of Attorney shall become effective on the date written below, and shall remain effective, for one year from such date or until the Unclaimed Funds are claimed and remitted to Principal, whichever is sooner.

Principal's attorney-in-fact shall have all of the powers, discretions, elections, and authorities granted by law (including the endorsement of any instrument of payment on behalf of Principal) in connection with the claim, execution, acknowledgment, and delivery of any and all documents necessary or connected with claiming and recovering for Principal the Unclaimed Funds. Principal authorizes the use of a photocopy of this Limited Power of Attorney, for any purpose, in lieu of the original.

DATED this 23 day of May, 2012.

PRINCIPAL:

Denovus Corporation, LTD as assignee of Mile Rock Holdings, LLC/MBNA/TrueLogic Financial
(Tax ID # [REDACTED] 4822)

PRINCIPAL'S ADDRESS:

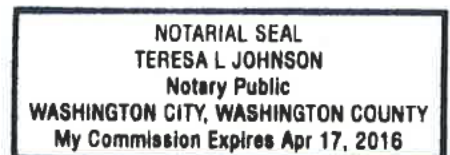
480 Johnson Road
Meadow Pointe Plaza II, Suite 110
Washington, PA 15301

By: [Signature]Title: EVP & COO**ACKNOWLEDGMENT**STATE OF PennsylvaniaCOUNTY OF Washington

Before me, the undersigned a Notary Public, in and for said County and State on this 23 day of May, 2012, personally appeared Edward L. Torchia to me known to be the identical person who subscribed his/her name to the foregoing instrument, as its Executive Vice President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016Notary [Signature]

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEBRASKA

In Re:

Vincent and Alma Orr

Debtor(s)

Case No. 06-80540

Chapter 13

AFFIDAVIT OF CREDITOR
REGARDING OWNERSHIP OF ACCOUNT(S)State of PennsylvaniaCounty of Washington

) ss.

I, Edward L. Torchia of Denovus Corporation, LTD, as assignee of Mile Rock Holdings, LLC/MBNA/TrueLogic Financial the undersigned creditor in the above referenced case, being first duly sworn upon oath, states as follows:

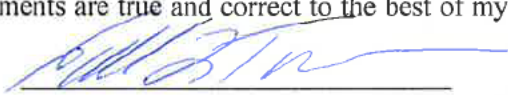
1. Nancy C. McMillan of American Property Locators, Inc., 3855 South Boulevard, Suite 200, Edmond, OK 73013, has been granted a power of attorney by Denovus Corporation, LTD, as assignee to submit an Application for Payment from Unclaimed Funds seeking payment of its claim(s) due and owing to Denovus Corporation, LTD, as assignee of Mile Rock Holdings, LLC/MBNA/TrueLogic Financial as a creditor in the above referenced bankruptcy case.
2. Mile Rock Holdings, LLC was the owner of the MBNA claim(s) filed in this bankruptcy case. Denovus Corporation, LTD, as assignee of Miles Rock Holdings, LLC/MBNA/TrueLogic Financial has reviewed its records and to the best of Denovus Corporation, LTD, as assignee knowledge and belief, the claim(s) amount is currently still due and owing to Denovus Corporation, LTD, as assignee.
3. Denovus Corporation, LTD, as assignee of Miles Rock Holdings, LLC/MBNA/TrueLogic Financial is the owner of this claim(s) and is entitled to the recovery of the distribution/unclaimed funds arising from this claim(s) in this bankruptcy case. A true and correct copy of the assignment(s) of this account(s) is attached.
4. My name, address and telephone number are as follows:

Edward L. Torchia
Executive Vice President
Denovus Corporation, LTD
480 Johnson Road
Meadow Pointe Plaza II, Suite 110
Washington, PA 15301
(724) 250-7649

5. Denovus Corporation, LTD, as assignee has neither previously received remittance for its claim(s) nor has it contracted with any other party besides the party named in item one above to recover these funds.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Date: 5-23-2012


Denovus Corporation, LTD, as assignee of Miles Rock Holdings, LLC/MBNA/TrueLogic Financial
480 Johnson Road
Meadow Pointe Plaza II, Suite 110
Washington, PA 15301

ACKNOWLEDGMENT

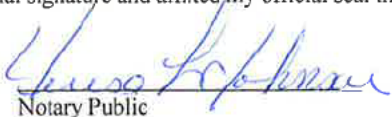
STATE OF Pennsylvania
COUNTY OF Washington

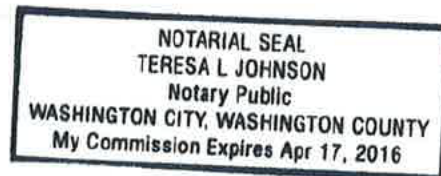
Before me a Notary Public, in and for said County and State on this 23 day of May, 2012, personally appeared Edward L. Torchia to me known to me to be the identical person who subscribed his/her name to the foregoing instrument as its Executive Vice President, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016


Notary Public



Certificate of Authority to Act for
Denovus Corporation, LTD.

I, the undersigned, Marcia S. McFadden, as President of
Denovus Corporation, LTD., do hereby certify that Edward L. Torchia's authority to act
on behalf of Denovus Corporation, LTD., includes, without limitation, the recovery of
unclaimed funds arising from bankruptcy matters.

IN WITNESS WHEREOF, I have hereunto signed my name this 23rd day
of May, 2012

Denovus Corporation, LTD.

Marcia S. McFadden

Corporate seal

Notary Statement

STATE OF Pennsylvania
COUNTY OF Washington

ACKNOWLEDGMENT

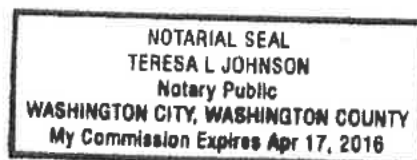
Before me, the undersigned a Notary Public, in and for said County and State on this 23rd day of
May, 2012, personally appeared Marcia S. McFadden to me known to be the identical
person who subscribed his/her name to the foregoing instrument, as its President and acknowledged to me
that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein
set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first
above written.

My Commission Expires:
April 17, 2016

Notary

Teresa L. Johnson



PO BOX 4437
ENGLEWOOD CO 80155-4437

RETURN SERVICE REQUESTED

July 6, 2006

ORR, MAE
7829 CHINAWOOD AVE
LAVISTA, NE 68128



True
FINANCIAL CORPORATION
Toll Free Tele: (866) 488-4299

TrueLogic Financial Corporation
PO BOX 4387
ENGLEWOOD CO 80155-4387

ACCOUNT DETAIL	
Creditor:	MBNA
Present Owner:	MILE ROCK HOLDINGS, LLC
Your Account Number:	88888888887195
Client Reference Number:	1853670
Balance Due:	\$37,677.95

* Enclose the top portion of this notice with your payment and returning it in the enclosed envelope will expedite credit to your account *

*** ACCOUNT STATEMENT ***

RETAIN FOR YOUR RECORDS	
Creditor:	MBNA
Present Owner:	MILE ROCK HOLDINGS, LLC
Your Account Number:	88888888887195
Client Reference Number:	1853670
Balance Due:	\$37,677.95

This is a statement of your past due account that has been assigned to TrueLogic Financial Corporation for collection. If remitting payment please include the payment stub above and be sure your account number appears on your check or money order. All contacts and payments are to be made through this office to ensure proper posting.

If you are unable to pay this amount in full please contact our office at the number listed above. We are willing to make payment arrangements to resolve the outstanding balance.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Make your check or money order payable to the Name and Address listed above.

Please see PAGE 2 of this letter for IMPORTANT Consumer NOTIFICATIONS

5-CLC-SC01 C114 4-533670

TrueLogic Financial Corporation • 10000 E. Geddes Ave Suite 100 • Englewood CO 80112 • Toll Free Tele: (866) 488-4299

AUTHORIZATION TO SIGN PROOF OF CLAIM

I, William H. Owens, Director of Mile Rock Master Fund I Ltd., based on my authority to act on behalf of Mile Rock Master Fund I Ltd. and Mile Rock Holdings, LLC, do hereby give the authority to Doug Spencer, EVP/CFO, and Paul J. Konkai, CEO, of TrueLogic Financial Corporation, Englewood, Colorado, to sign on behalf of both Mile Rock Holdings, LLC, and Mile Rock Master Fund I Ltd., any and all Proof of Claim forms, Form B10 (Official Form 10), pertaining to federal bankruptcy proceedings involving accounts owned by either Mile Rock Holdings, LLC, or Mile Rock Master Fund I Ltd., which were placed with TrueLogic Financial Corporation for collection.



WILLIAM H. OWENS
Director, Mile Rock Master Fund I Ltd.

DISTRICT OF DISTRICT OF NEBRASKA		PROOF OF CLAIM
Name of Debtor: VINCENT DUANE ORR ALMA MAE ORR	Case Number: 06-80540	Mail Claim To: Clerk, U.S. Bankruptcy Court 13 Bankruptcy Court 400 Market Street Omaha, NE 68102
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.</p>		
Name of Creditor: ABNA	<input type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising after the commencement of the case. <input type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising before the commencement of the case. <input checked="" type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising after the commencement of the case.	
Mailing Address where notices should be sent: Inglewood Financial Co. PO Box 4238 Inglewood, CO 80155 4238	<input type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising after the commencement of the case. <input type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising before the commencement of the case. <input checked="" type="checkbox"/> I declare under penalty of perjury that the claim is a claim for an administrative expense arising after the commencement of the case.	
Telephone Number: 866-488-4294	This Statement of Claim is filed by: Debtor: 13 Creditor: 13	
Last four digits of account or other number by which creditor identifies debtor: 1853620	Check one: <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends previously filed claim, dated _____	
1. Basis for Claim: <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §541(c)(2) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SSN: _____ Check one: <input type="checkbox"/> services performed from _____ (date) to _____ (date)	
2. Date debt was incurred: 11-15-71 / 02-29-05	3. If court judgment, date obtained: _____	
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. <input checked="" type="checkbox"/> Unsecured Nonpriority Claim: \$37622.95 Check this box if: (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it, or if (c) none or only part of your claim is entitled to priority.		
<input type="checkbox"/> Unsecured Priority Claim Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligation under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$1,000) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(2). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Secured Claim Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value: Collateral \$ _____ Amount of mortgage and other charges against collateral included in secured claim, if any: \$ _____	
5. Total Amount of Claim at Time Case Filed: \$37622.15 (Amount) (Amount) (Amount) <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges or additions to the principal amount of the claim. Attach statement of all interest or additional charges.		
6. Creditors: The amount of all payments on this claim has been entered on the statement for the purpose of making this proof of claim. 7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, numbered statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. Date-Stamped Copy: To receive a date-stamped judgment of the filing of your claim, creditor's stamp, self-addressed envelope and copy of this proof of claim.		
Date: 7/6/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this proof of claim, if any: Douglas C. Spencer, EVP	

BILL OF SALE AND ASSIGNMENT OF ACCOUNTS

This Bill of Sale and Assignment of Accounts is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement made and entered into by and between Mile Rock Holdings, LLC, a Delaware limited liability company and Mile Rock Master Fund I Ltd., a Cayman Islands exempted company, collectively, the "Seller") and Pallino Receivables II, LLC, a New Jersey limited liability company, ("Buyer") dated June 28, 2006, as amended on July 26, 2006 (the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement. Seller hereby absolutely sells, transfers, assigns, sets-over and conveys to Buyer without recourse and without representations or warranties, express or implied, of any type, kind or nature except as set forth in Article VIII of the Agreement:

- (a) all of Seller's right, title and interest in and to each of the Accounts identified in the Account schedule attached to the Agreement as Exhibit A;
- (b) all principal, interest or other proceeds of any kind, net of any applicable third-party fees or expenses, with respect to the Accounts, but excluding any payments or other consideration received by or on behalf of Seller in respect of any date on or prior to the Cutoff Date, with respect to the Accounts;
- (c) all of Seller's right, title and interest in and to each available Account Document, or other instrument evidencing an obligation to repay an Account and all supplements and amendments thereto; and
- (d) the Computer File.

This Bill of Sale and Assignment of Accounts shall be governed by the laws of the State of New York, without regard to the conflict-of-law's rules thereof.

DATED: July 28, 2006

SELLER:

MILE ROCK MASTER FUND I LTD.

MILE ROCK HOLDINGS, LLC

By: William H. Owens
Name: William H. Owens
Title: Director

By: William H. Owens
Name: William H. Owens
Title: Director of its Managing Member

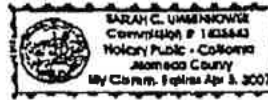
STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

On this 27 day of July, 2006, before me the undersigned officer, personally appeared William H. Owens, who acknowledged him to be an authorized representative of Seller described

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above, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer and the free act and deed of Seller.
IN WITNESS WHEREOF, I hereunto set my hand.

Sarah C. Himmelfarb
Notary Public



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**SECURED PARTY
GENERAL CONVEYANCE AND BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS that (a) in accordance with and pursuant to the terms of that certain Notice of Public Sale of Collateral, which was published in the national edition of The New York Times on April 2, 2008 (the "Notice of Sale") (capitalized terms used herein but not defined having the same meaning as in the Notice of Sale); (b) pursuant to and in exercise of the rights of DRESNER BANK AG, NEW YORK BRANCH (together with its predecessors, successors and assigns, the "Secured Party") under (i) Article 9 of the Uniform Commercial Code ("UCC"), as enacted in the State of New York, and (ii) the Security Agreement between Pallino Receivables III, LLC (the "Borrower") and the Secured Party, dated as of July 28, 2006 (as amended, modified or supplemented from time to time, collectively, the "Security Agreement") and the receivable financing agreement, promissory note and all other agreements, instruments and documents referred to in the Security Agreement or executed and delivered in connection with such Security Agreements (each as amended, modified, restated or supplemented from time to time and together with the Security Agreement hereinafter referred to collectively as the "Loan Documents"); (c) in consideration for the credit bid made at the Auction by Valorem LLC (the "Successful Bidder") of _____ of which _____ or _____ is attributable to the Collateral of the Borrower (the "Bid Price"); and (d) in exchange for payment of the Bid Price, without counterclaim, deduction, offset, recoupment or any charge or reduction and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby grants, assigns, transfers, conveys and sets over to the Successful Bidder:

- (a) all of the Borrower's and Secured Party's right, title and interest in and to each of the charged-off consumer receivables identified in the computer file attached hereto (the "Receivables");
- (b) all principal, interest, fees and reimbursement obligations owed to Borrower and all other proceeds of any kind attributable to the Receivables, but excluding any payments or other consideration received by Secured Party on or prior to the date of the Auction, with respect to the Receivables (the "Proceeds");
- (c) all of the Borrower's right, title and interest in and to each of the transfer agreements under which the Borrower and any prior seller acquired the rights and obligations underlying or constituting a part of the Receivables (collectively, the "Predecessor Transfer Agreements"); and
- (d) all of the Borrower's right, title and interest in and to all books and records owned by any of the Borrowers pertaining to collection, management and validity of all of the Receivables, including, without limitation, all agreements, instruments, applications, statements, invoices, payment ledgers, correspondence, proofs of claim, title documents, computer files and other digital information and all documentation (irrespective of format) evidencing, relating or referring to the Receivables, to the extent available and in the actual possession of the Secured Party (collectively, the "Supporting Documentation"), and with the Receivables,

the Proceeds and Predecessor Transfer Agreements, collectively, the
"Collateral").

TO HAVE AND TO HOLD the Collateral unto Successful Bidder, its successors and
assigns, forever.

This Secured Party General Conveyance and Bill of Sale, and any claim or dispute of any
kind or nature whatsoever arising out of or in any way relating hereto, shall be governed by and
construed in accordance with the laws of the State of New York, without regard to any choice-
of-law principle that would dictate the application of the laws of another jurisdiction.

PURSUANT TO SECTION 9-610(e) OF THE UCC, THE SECURED PARTY
MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE
SUBJECT ASSETS, AND THE SUCCESSFUL BIDDER ACKNOWLEDGES BY ITS
ACCEPTANCE HEREOF THAT IT IS ACCEPTING ALL OF BORROWER'S AND
SECURED PARTY'S RIGHTS IN AND TO THE COLLATERAL "AS IS," "WHERE IS"
AND WITHOUT IMPLIED OR EXPRESSED WARRANTY TO TITLE, POSSESSION,
QUIET ENJOYMENT OR OF ANY KIND OR NATURE WHATSOEVER IN THIS
DISPOSITION.

IN WITNESS WHEREOF, Secured Party has caused this instrument to be duly executed
this 18th day of April, 2008.

DRESDNER BANK AG, NEW YORK
BRANCH, as Secured Party

By: [Signature]
Name: Walter F. Petzinger
Title: Authorized Signatory

By: [Signature]
Name: [Signature]
Title: [Signature]

ACCEPTED AND AGREED TO:

VALOREM LLC, as Successful Bidder

By: [Signature]
Name: Thomas Brown
Title: Authorized Signatory

By: [Signature]
Name: Brian M. Smith
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of April, 2008, before me personally came Walter Petzinger and Christopher Williams, each of whom are known to me, who being by me duly sworn, did depose and say that he is an authorized signatory of DRESDNER BANK AG, NEW YORK BRANCH of the New York and Grand Cayman branches of the banking organization described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said banking organization.

Margaret J. Mulcahy
Notary Public

NOTARIAL & EYE BANK
Notary Public, State of New York
in and for
County of New York
Commenced April 10, 2008
Notary Public Expires April 10, 2010

17507462 07000000
Failure - Bill of Sale (PJI)

GENERAL CONVEYANCE AND BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that VALOREM LLC (together with its predecessors, successors and assigns, "Seller") in exchange for the payment by DENOYUS CORPORATION, LTD. ("Buyer") of _____ without counterclaim, deduction, offset, recoupment or any charge or reduction, and for other good and valuable consideration as set detailed in the Purchase and Sale Agreement (as defined hereinafter) (such cash and consideration collectively, the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants, assigns, transfers, conveys and sets over to Buyer:

- (a) all of its right, title and interest in and to each of the charged-off consumer receivables identified in Schedule I attached hereto (the "Receivables");
- (b) all principal, interest or other proceeds of any kind with respect to the Receivables, but excluding any payments or other consideration received by or on behalf of Seller prior to the Cutoff Date, with respect to the Receivables (collectively, the "Proceeds");
- (c) all of its right, title and interest in and to each of the transfer agreements under which any prior seller acquired the rights and obligations underlying or constituting a part of the Receivables (collectively, the "Predecessor Transfer Agreements"); and
- (d) all of its right, title and interest in and to all books and records held by it or any prior seller pertaining to collection, management and validity of all of the Receivables, including, without limitation, all agreements, instruments, applications, statements, invoices, payment ledgers, correspondence, proofs of claim, title documents, computer files and other digital information and all documentation (irrespective of format) evidencing, relating or referring to the Receivables, to the extent available and in the actual possession of the Seller (collectively, the "Supporting Documentation", and with the Receivables, the Proceeds, and Predecessor Transfer Agreements, collectively, the "Subject Assets").

In connection with this Bill of Sale, Buyer and Seller have executed that certain Purchase and Sale Agreement, dated December 29, 2009, (the "Purchase and Sale Agreement"). The Subject Assets are being conveyed hereby subject to the terms, conditions and provisions set forth in the Purchase and Sale Agreement.

TO HAVE AND TO HOLD the Subject Assets unto Buyer, its successors and assigns, forever.

This General Conveyance and Bill of Sale, and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating hereto, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

PURSUANT TO SECTION 9-610(4) OF THE UCC (AS ENACTED IN THE STATE OF NEW YORK) SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SUBJECT ASSETS, AND BUYER ACKNOWLEDGES BY ITS ACCEPTANCE HEREOF THAT IT IS ACCEPTING ALL OF SELLER'S RIGHTS IN AND TO THE SUBJECT ASSETS "AS IS," "WHERE IS" AND WITHOUT IMPLIED OR EXPRESSED WARRANTY TO TITLE, POSSESSION, QUIET ENJOYMENT, OR OF ANY KIND OR NATURE WHATSOEVER IN THIS DISPOSITION.

This General Conveyance and Bill of Sale may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this General Conveyance and Bill of Sale by signing any such counterpart. Transmission by telecopier, facsimile or other form of electronic transmission of an executed counterpart of this General Conveyance and Bill of Sale shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed this 21st day of December, 2009.

VALOREM LLC, as Seller

By: Brian M. Smith
Name: Brian Smith
Title: President

By: Walter F. Peltzinger
Name: Walter Peltzinger
Title: Secretary

ACCEPTED AND AGREED TO:

DINOYUS CORPORATION, LTD., as Buyer

By: Marcia McFadyen
Name: Marcia McFadyen
Title: President

I hereby certify that on **June 18, 2012** I have mailed a true and correct copy of the foregoing MOTION FOR ORDER DIRECTING PAYMENT OF FUNDS TO CREDITOR/CLAIMANT PURSUANT TO 11 U.S.C. SECTION 347 AND 28 U.S.C. SECTIONS 2041 ET. SEQ. to:

United States Attorney
Attn: Laurie Barrett
1620 Dodge Street, Suite 1400
Omaha, NE 68102-1506


Nancy C. McMillan



Nancy C. McMillan

**American
Property
Locators, Inc.**

3855 South Boulevard
Suite 200
Edmond, OK 73013

Office: (405) 340-4900 • Toll Free: (800) 730-4343 • Fax (405) 340-5968
nmcmillan@apl-inc.com

